



GDPR TERMS AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT is made on _____

BETWEEN

- (1) Go Squared Ltd. (**GoSquared**) and
- (2) _____ (**Customer**)

BACKGROUND

This Amendment (**Amendment**) is entered into between the parties identified above and amends any existing agreement to our service Terms (**Agreement**) in accordance with the requirements of the European Union General Data Protection Regulation (Regulation (EU) 2016/679).

IT IS AGREED as follows:

1. GENERAL

- (a) Capitalised terms used but not defined in this Amendment shall have the meaning given to them in the Agreement.
- (b) In consideration of the performance of each party's obligations set out in this Amendment and the Agreement, the parties agree that the Agreement be supplemented by adding the following clause 2 (the **GDPR Terms**).
- (c) The GDPR Terms shall become effective on 25 May 2018.
- (d) The following defined terms are used in the GDPR Terms:

Data Protection Laws means (a) the GDPR; and (b) all other laws concerning the processing of data relating to living persons;

Data Subject means each identified or identifiable (whether directly or indirectly) natural person to whom any Personal Data relates;

GDPR means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

Personal Data means any information relating to an identified or identifiable living individual; and

Personal Data Breach means any actual or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

2. **GDPR TERMS**

2.1 **General terms**

- (a) To the extent that GoSquared processes Personal Data in the course of providing the Services, each party acknowledges that, for the purpose of Data Protection Laws, Customer is the controller of the Personal Data and GoSquared is the processor.
- (b) GoSquared shall implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subject.
- (c) Processing by GoSquared shall be governed by this Agreement under any law of the European Union or any member state of the European Union, which is binding on GoSquared with regard to Customer. The subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data, the categories of data subjects and the obligations and rights of Customer are set forth in this Agreement and Appendix 1 (as amended by the parties from time to time).
- (d) GoSquared shall:
 - (i) only process that Personal Data in accordance with the documented instructions of Customer (including to the extent necessary to provide the Services and to comply with its obligations under this Agreement);
 - (ii) inform Customer if, in GoSquared's opinion, any of Customer's instructions would breach Data Protection Laws; and
 - (iii) assist Customer with undertaking an assessment of the impact of processing that Personal Data, and with any consultations with a supervisory authority, if and to the extent an assessment or consultation is required to be carried out under Data Protection Laws.

2.2 **Data Subject Rights**

GoSquared shall:

- (a) implement appropriate technical and organisational measures for the fulfilment of Customer's obligation to respond to requests by Data Subjects to exercise their rights of access, rectification or erasure, to restrict or object to processing of Personal Data, or to data portability; and
- (b) if a Data Subject makes a written request to GoSquared to exercise any of the rights referred to in clause 2.2(a), forward the request to Customer promptly and shall, upon Customer reasonable written request, provide Customer with all co-operation and assistance reasonably requested by Customer in relation to that request to enable Customer to respond to that request in compliance with applicable deadlines and information requirements.

2.3 **Security measures**

GoSquared shall:

- (a) taking into account the state of the art, the costs of implementation and the nature, scope, context and purpose of processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the risk of unauthorised or unlawful processing of Personal Data, and of accidental or unlawful loss, alteration, unauthorised disclosure or destruction of, or damage to, Personal Data; and
- (b) notify Customer without undue delay after becoming aware of a Personal Data Breach, and upon Customer's reasonable written request, provide Customer with all co-operation and assistance reasonably requested by Customer to enable Customer to notify the Personal Data Breach to the relevant supervisory authority and relevant Data Subject(s) (as applicable).

2.4 **Sharing of personal data**

- (a) Customer authorises GoSquared to engage appropriate processors to carry out the processing of the Personal Data as envisaged under these GDPR Terms and Appendix 1.

GoSquared shall:

- (b) save for those processors detailed in Appendix 1, not engage another processor without prior specific or general written authorisation of Customer and in the case of general written authorisation, inform Customer of any intended changes concerning the addition or replacement of other processors, thereby giving Customer the opportunity to object to such changes;
- (c) before disclosing Personal Data to any processor, enter into a contract with that processor under which the processor agrees to comply with obligations equivalent to those set out in these GDPR Terms; and
- (d) before disclosing Personal Data to any of its employees and representatives, and the employees and representatives of each of its processors, in each case who have access to the Personal Data, ensure that those persons:
 - (i) have undergone appropriate training in data protection and the care and handling of Personal Data;
 - (ii) are bound to hold the information in confidence to at least the same standard as required under this Agreement (whether under a written agreement or otherwise).

2.5 **Transfers of personal data**

GoSquared shall:

- (a) not transfer Personal Data to, or process Personal Data in, any third country or territory without the prior written consent of Customer (which consent may be conditional upon GoSquared or the relevant third parties entering into an agreement containing similar terms to these GDPR Terms with Customer) unless (and for so long as):
 - (i) there has been a European Community finding of adequacy pursuant to Article 25(6) of Directive 95/46/EC or, after 24 May 2018, Article 45 of the GDPR in respect of that country or territory;

- (ii) the transfer is to the United States to an importing entity that is a certified member of the EU-US Privacy Shield; or
 - (iii) Customer and the relevant importing entity are party to a contract in relation to the export of Personal Data incorporating standard contractual clauses in the form adopted by the European Commission under Decision 2010/87/EU or an equivalent data transfer agreement meeting the requirements of Data Protection Laws.
- (b) Where any mechanism for cross-border transfers of Personal Data is found by a supervisory authority, court of competent jurisdiction or other governmental authority to be an invalid means of complying with the restrictions on transferring Personal Data to a third country or territory as set out in Data Protection Laws, the parties shall act in good faith to agree the implementation of an alternatives solution to enable Customer to comply with the provisions of Data Protection Laws in respect of any such transfer.

2.6 **Compliance**

GoSquared shall:

- (a) notify Customer if it receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data, or to either party's compliance with Data Protection Laws, and shall fully co-operate and assist Customer in relation to any such complaint, notice, communication or non-compliance; and
- (b) upon Customer's reasonable written request, provide all information necessary to demonstrate compliance with these GDPR Terms, and allow Customer or an auditor appointed by Customer to carry out audits, including inspections of facilities, equipment, documents and electronic data, relating to the processing of Personal Data by GoSquared or any processor, to verify compliance with these GDPR Terms.

2.7 **Termination/expiry**

GoSquared shall:

- (a) unless expressly stated otherwise in this Agreement, upon termination of this Agreement, GoSquared shall, and shall procure that each processor shall, immediately cease to use the Personal Data and shall, at Customer's option, return the Personal Data to Customer or to a processor nominated by Customer or delete the Personal Data and all copies and extracts of the Personal Data unless required to retain a copy in accordance with any law of the European Union or any member state of the European Union; and
- (b) on expiry or termination of this Agreement (however arising) these GDPR Terms shall survive and continue in full force and effect.

3. **MISCELLANEOUS PROVISIONS**

- (a) This Amendment may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this Amendment by executing a counterpart.
- (b) If there is any conflict or inconsistency between the GDPR Terms and the other terms of the Agreement, these GDPR Terms will govern. Except for changes made by this

Amendment, the Agreement remains unchanged and in full force and effect and the original effective date (or equivalent) as defined in the Agreement shall remain the same.

- (c) This Amendment and any non-contractual obligations arising out of or in connection with it are governed by English law. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Amendment and the parties submit to the exclusive jurisdiction of the English courts.

This Amendment is signed by duly authorised representatives of the parties on the date which appears below.

SIGNATURE FORM

SIGNED by
for and on behalf of Customer

)
) Director/Authorised Person

SIGNED by
for and on behalf of GoSquared

)
) Director/Authorised Person

A handwritten signature in black ink is written over the dotted line of the second signature block. The signature is stylized and appears to be a first name followed by a last name.

APPENDIX 1

Description of processing

The Personal Data transferred by Customer is processed by GoSquared to provide the Services pursuant to the Agreement. GoSquared is authorised to process Customer Personal Data for the duration of the Agreement.

Authorised Subprocessors

GoSquared makes available a full list of authorised Subprocessors and their country of location at <https://www.gosquared.com/legal/privacy/subprocessors/>.

Customer Personal Data

Data Subjects

The personal data transferred by Customer is determined and controlled by Customer, in its sole discretion, and includes the personal data of the end-users of Customer's mobile and web applications.

Data Categories

The personal data that may be transferred by Customer is determined and controlled by Customer, in its sole discretion, and may include the following categories of personal data:

- Information about website and application browsing, and device information
- Basic personal details including name, email address, telephone number and other contact details
- Content of live chat and email communications

Special Categories of Personal Data

None — the personal data being processed by GoSquared does not include any Special Categories of Personal Data